
WITNESS STATEMENT OF AARON WALL

Criminal Procedure Rules, r27.2; Criminal Justice Act 1967, s.9; Magistrates Courts Act 1980, s.5b

This statement (consisting of 7 pages each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false, or do not believe to be true.

Signature: 

Date: February 26, 2018

1. I am married and have an eleven-month-old daughter. I am a US citizen. I work in the area of computing known as Search Engine Optimisation (“SEO”). I have written a bestselling e-book on this topic. SEO involves the process of improving the online visibility of a website and/or web pages.
2. In this statement I will outline how Christopher Angus has fraudulently obtained £2,340,000.00 from me.
3. In either 2005 or 2006 Christopher Angus (“the defendant”) purchased my e-book. My first email contact with him was on 31st October 2006. He is an expert in the same field of SEO as I am and is a computer programmer. In recent years he has lived at Flat 25, Grantham House, 6-1- Cranham Street, Oxford, Oxon, OX2 6BY, United Kingdom.
4. The defendant is originally from South Africa, but is a British citizen. He has previously mentioned to me he is thinking of leaving the UK.
5. He previously recommended me to some of his clients and I have recommended him to some of my clients. Over the course of the next few years since we first met, we became friends and regularly talked and messaged each other over Skype and email.

6. In late 2015 and early 2016, the defendant repeatedly pitched an investment opportunity to me. He told me that he was currently trading on behalf of some private investors, but his investors constantly wanted to withdraw most of their investments and he was looking for a longer-term investor. The defendant told me that he was trading in the volatility of the S&P 500 on the IG trading platform.
7. The way he pitched the investment to me was that it was a low-risk investment.
8. Extracts from some of the Skype messages where the defendant pitched the investment to me can be seen at **Exhibit AW2**. I am not sure what the defendant's exact relationship with IG was and whether he opened a private trading account, or had some sort of deal going on with IG. He told me that he had a friend at IG and had previously had contact with them where they had discussed putting a project in motion, **Exhibit AW4**. He had also recently mentioned to me in a Skype message there was a large broker that has been chasing his business, but that they were wasting his time, **Exhibit AW3**.
9. On 26th January 2016 I made my first investment of £100,000. I wired the money to his Barclays account in England. The details of his Barclays bank account he had forwarded to me so that I could wire him my investment money can be seen at my **Exhibit AW3**.
10. Based on the fact that I had been informed this was a low-risk investment and on the returns the defendant showed me (see later), I invested further amounts of money. My investments are set out in the table below:


<u>Date</u>	<u>USD Sent</u>	<u>GBP Received</u>
26/1/2016	\$144,140.00	£100,000.00
8/3/2016	\$503,650.00	£350,000.00
15/3/2016	\$465,855.00	£325,000.00
1/4/2016	\$470,242.50	£325,000.00
2/5/2016	\$518,490.00	£350,000.00
16/5/2016	\$508,865.00	£350,000.00
23/5/2016	\$439,500.00	£300,000.00
8/9/2016	\$324,624.00	£240,000.00
Total	\$3,375,366.50	£2,340,000.00



11. In total, I wired \$3,375,366.50 to the defendant, which converted to £2.34 million at the time. For each wire, it cost an additional \$45 to send the funds, for a total of \$360. As the value of the pound has crashed since much of the investment was made, the amount I invested in pounds does not reflect the true value of the investment that I made (initially) in dollars.
12. A list of the receipts of the money transfers I had made to the defendant's account can be seen at **Exhibit AW5**.
13. The money I invested came from my life savings that I had put away over the course of fourteen years from investments, the sale of various websites that I had owned and my business profession in SEO.
14. The defendant created a spreadsheet I could view on-line with two tabs. One for the initial investment of £100,000 and another tab for the rest of the monies, i.e. £2.24 million, the total amounting to £2.34 million. A copy of the original spreadsheet the defendant sent me can be seen at **Exhibit AW6**.
15. The defendant initially updated me with daily Skype messages of the status of my investments and then after around a month, the updates would be every other day which then became weekly. With each Skype message update, the defendant would attach the latest copy of the spreadsheet that he had updated and a link to a screenshot of the current status from the IG trading platform account, which showed the amount in the IG account. Subsequent to my initial investment, I relied on these updates and the information I was being given (Skype messages, updated spreadsheet and screenshot of IG trading platform current status) as being accurate and truthful before I made each further investment. At no time did I believe the information I was being given was false, had I known that it was, I would never have made further investments.
16. The spreadsheet showed the amount I invested, the profit from the trades, any rebates and the return on the capital. The screenshots would show a picture of the IG trading platform accounts run by him for the £100,000 and the £2.24 million IG account. The screenshots can be seen at **Exhibit AW7**.



17. A screenshot of some of the Skype messages can be seen at **Exhibit AW3**.
18. Throughout my investments and all the time Chris was updating me regarding the status of my investments, he would regularly message me saying he had made 0.1% today, 0.2% today, 0.3% today etc. This added to my sense of security. It seemed to me that the risk he was taking was minimal. Everything I was reading (from looking at the spreadsheets and other data he provided to me) and was being told, led me to believe my investments were profitable and continued to be profitable.
19. The defendant had blocked me on Skype and has deleted some of the Skype messages from the conversation history, however I had downloaded some of the old spreadsheets onto my personal computer. I have added another three columns to the amended spreadsheet (**Exhibit AW6**) showing the date and time that the spreadsheets were updated by the defendant as the original version (**Exhibit AW6**) he'd sent did not include the time/date of the Skype messages. I correlated the amended spreadsheet by painstakingly going through the Skype chat history records and looking for the date and time he sent me the updates. This was typically on a Monday morning.
20. Throughout the period during which I made investments, I had requested from the defendant a contract. He avoided putting one in place by making excuses. As an example, on the 27th April 2016, I asked the defendant about the contract for my investments. I sent him a message asking when he was he done with the document from lawyer so that the next tranche of monies could be sent (see **Exhibit AW3**). The defendant requested I call him and during the call he told me that the contract was complete and that he would be sending it to me when he picked it up from his lawyers. As a result of the spreadsheets and other data he provided to me and now as a result of him telling me he'd had the contract drafted, I believed him and wired the next set of funds to him. Even after that time he continued to make excuses and avoided talking about making a contract with me.
21. Other excuses used to avoid a written contract included not wanting to lose a tax advantage; his lawyer was too expensive and creating a 'wrapper' in his will.

A handwritten signature in black ink that reads "Aaron Wolf". The signature is written in a cursive, flowing style.

22. At the time of the initial investment the defendant promised I could make quarterly withdraws (**Exhibit AW3**). No such payments were ever facilitated.
23. On the 19th September 2017 the defendant talked about making an ‘agreement of sorts’. This was not long before the defendant visited me on the 10th October 2017. This Skype message can be seen at **Exhibit AW3**.
24. On 25th September 2017 the defendant wrote, “I was thinking that perhaps we should build the fund to say £30mm to £50mm – then I’ll be so tired anyway that I can’t see myself wanting to continue, we can then pull all the money out, and you guys can move here without the hassle of what you’re doing now, I guess it would take about a year or two without wrecking the compounding when it really matters”.
25. The defendant visited me on the 10th October 2017. He appeared visibly agitated. His hair was unkempt. Previously whenever I had seen him he looked smart and took care of his appearance.
26. During his visit, we discussed the topic of me making withdrawals from the account as I was considering applying for a UK Investor visa. I work with a programmer based in Lithuania and I wanted to introduce the defendant to him so that the defendant could benefit from any advice in taking my investments forward into the future. I sent the defendant an email on the 11th October 2017, a day after he visited me, asking whether he needed anything else for his bank in order to make the withdrawals. A copy of the email can be seen at **Exhibit AW8**.
27. The defendant had previously told me that his bank would not let him send money to me unless there was a loan agreement in place, since his funds would be coming from a spread betting account. Thus when he visited we created a contract which satisfied that claim and a second contract which reflected the original agreement in terms of revenue sharing on the investment. Originally our deal was structured as an investment and I was not clear as to why he needed to say it was a loan.

A handwritten signature in black ink, appearing to read "Aaron Wall". The signature is written in a cursive, flowing style with some loops and flourishes.

28. There were going to be three contracts:
- (i) A wrapper loan agreement, **Exhibit AW9**;
 - (ii) An agreement for my initial investment of £100,000 with shared 50/50 revenue, **Exhibit AW10**;
 - (iii) An agreement for all my other total investments i.e. £2.24 million with a 70/30 revenue share in my favour.
29. The defendant left one signed copy of (i) above after he visited me on the 10th October 2017. He said he needed to backdate it to 26th January .2016 so that his bank would allow the withdrawals. He took all the signed copies of (ii) above. Towards the end of his visit on 10th October he said he was sick & needed to leave urgently so he could sleep before his flight. He left before he signed (iii) above.
30. The defendant had talked about not wanting to create a limited company because non-professional traders were tax-exempt (**Exhibit AW3**).
31. On the 16th October 2017, when the defendant was back in the England, he sent me a message that there was a problem with the funds (**Exhibit AW14**).
32. On the 17th October 2017, the defendant emailed me to say “I traded badly along time ago and destroyed my accounts” (07:25; AW/15). He followed this up by saying, “I’ve lost everything” (10:33; AW/15).
33. This means that all the spreadsheets he sent me and the screenshots from his IG trading accounts were false. This is evidenced by the fact that the last screenshot he sent me showed there was over £9 million in the IG trading account as at 29th September 2017. This I now realise was a lie.
34. On 19th October 2017 the defendant communicated that it was “only successful in the beginning. When volatility was high it was great. But as the volatility died, I started losing and making bigger bets to make up and then bigger bets to make up those and so forth” (05:57; AW/15)



35. In an email to me on the 19th October 2017 he said he could “go down for 10 years” for what he has done **Exhibit AW15**.

36. It is now clear to me that from a time very soon after the first payment was made, the investments were loss making (VIX volatility reduced significantly shortly after the first investment was made. It had a high of 30.9 on 7th February 2016 and had fallen to 13.75 by 13th March 2016). I was at no time told of any problems with the investments I had made. I now realise the IG data provided by the defendant was false. I was permitted by the defendant to rely on this data and the other information he sent me. The defendant knew that if I believed the investments were doing well I would make further injections of capital and this is what I did. Instead of my investments being used as investments, they were actually used by the defendant to try and recover the losses he had previously suffered. I was not informed of any of this until 17th October 2017.

37. In October 2017, after he informed me he had lost all my money, the defendant offered me £2,000 from the £2,340,000 invested. He has since sent me a total of £10,000.

38. Since this incident happened, my wife has lost all faith in me as a person in terms of my ability to make important decisions or lead the family in any manner. The topic of divorce has come up. We are both first time parents. Our daughter had colic and was only six-months-old when Chris informed me of his fraud. The stress has been unbearable.


Signature:

Name: Aaron Wall

Date: 26 February 2018